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Wayne-Finger Lakes Boces And  
Wayne-Finger Lakes Boces Educ  
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**CONTRACTUAL AGREEMENT**

**Between the**

**WAYNE-FINGER LAKES EDUCATORS'  
ASSOCIATION**

**and**

**THE EXECUTIVE OFFICER  
OF THE  
BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES**

**of**

**ONTARIO, SENECA, YATES  
CAYUGA & WAYNE COUNTIES**

**JULY 1, 1999 THROUGH JUNE 30, 2003**

**RECEIVED**

**OCT 10 2000**

**NY'S PUBLIC EMPLOYMENT  
RELATIONS BOARD**

354

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## **PREAMBLE**

This Agreement entered into this 19th day of June, 2000, by and between the Executive Officer of the Board of Cooperative Educational Services of Ontario-Seneca-Yates-Cayuga and Wayne Counties, hereinafter, called the "Executive Officer," and the Wayne-Finger Lakes BOCES Educators' Association, hereinafter called the "Association."

## **WITNESSETH**

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1 - RECOGNITION**

- A. The BOCES, pursuant to the procedures outlined in Article 14 of the Civil Service Law entitled the "Public Employees Fair Employment Act", has recognized the Wayne-Finger Lakes BOCES Educators' Association as the sole and exclusive agent for all professional employees including psychologists, counselors, and adult education instructors in the defined negotiating unit for the purpose of negotiations under the Public Employment Fair Employment Act. Excluded from the negotiating unit are: the superintendent, assistant superintendents, any assistants to the superintendent, directors, principals, assistant principals, assistant directors, administrators, non-teaching coordinators, the coordinator of the ST-TEP program, dental hygienists, registered nurses, teacher assistants, and substitutes.
- B. The Board recognizes the Wayne-Finger Lakes BOCES Educators' Association as the sole and exclusive agent for all LPN Clinical Instructors and all other professional personnel not specified in Article 1 - A employed to spend a significant amount of time instructing, assessing, or counseling students and/or adults.
- C. If it can be proven that a unit member is a member of a group below, but is not listed or is listed improperly, the unit member shall be designated as a member of the appropriate group. The groups are a means of providing structure to the bargaining unit and the grouping classification is not intended to be a part of the collective bargaining agreement.

**D. GROUPS DEFINED**

**D. 1 GROUP I - Previous Unit Members**

10 Month  
School Calendar work year  
Hours per day 7 1/4 including 35 minutes for lunch  
Salaried  
Hired to a negotiated salary schedule

**D. 2 GROUP II**

10 Month  
School Calendar work year  
Hours per day 7 1/4 including 35 minutes for lunch  
Salaried

Group II Titles

Psychologist  
Psychologist IT  
School Counselor  
Guidance Counselor IT

**D. 3 GROUP III**

11 Month  
240 day work year, 13 holidays, 20 days vacation  
Hours per day 8 excluding 1/2 hour unpaid lunch period  
Salaried

Group III Titles

Coordinator Resource  
Coordinator Assessment  
Coordinator Guidance

**D. 4    GROUP IV**

12 Month  
260 day work year, 13 holidays, 20 days vacation  
Hours per day 8 excluding 1/2 hour unpaid lunch period  
Salaried

**Group IV Titles**

Adult Instructor  
Adult Instructor LS  
Career Counselor and Placement Specialist  
School Counselor  
Coordinator Resource  
Coordinator Transition Services  
Business/Community Liaison  
Guidance Counselor  
GED Home Study Instructor

**D. 5    GROUP V**

Employer Specified duration  
Employer Specified hours and says per week  
Employer Specified maximum hours  
Employer Specified location  
Appointment subject to change in all above based on employer needs  
Hourly rate  
May have more than one (1) appointment in a fiscal year

**Group V Titles**

Instructor Vocational Education  
ESL Instructor  
EDP Instructor  
Instructor Computer Literacy  
GED Instructor  
Instructor Med Office Assistant  
Med Office Assistant Instructor  
Instructor Clerical/Business  
Instructor Tractor/Trailer  
Instructor HVAC  
Instructor LPN  
Instructor Trade Electricity  
GED/ESL Instructor  
Instructor Dental Assistant  
Job Placement Specialist  
Instructor Home Study

Instructor Cosmetology  
Career Counselor  
Instructor Med Transcription  
Learning Disability/Assessment Specialist

**E. APPLICATION OF EXISTING PROVISIONS OF THE  
NEGOTIATED AGREEMENT**

- E. 1** Where articles or clauses which follow are labeled ALL, such as Article 3, Commencement of Negotiations or Article 11, Grievance Procedure, they are to be applied to all unit members. Where articles or clauses need to be delineated for some groups they shall be so labeled.

If it can be proven that an existing provision of the agreement does not apply to a unit member, but the provision is not listed below, the provision shall or shall not apply to the unit member.

**E. 2 Application of Provisions**

Article 1	As written above
Article 2	All
Article 3	All
Article 4	All
Article 5	All except ADD: "Hourly employees will be evaluated once per year."
Article 6	A. - F. Work Day - Group I, Group II
Article 7	All
Article 8	A. Groups, I, II, III, IV B. Groups, I, II C. Group I D. Groups I, II E. Groups I, II F. Group I G. Group I H. Group I, II, III and IV H. Group V ADD: Effective July 1, 1998, where hourly employees exceed 462 hours of actual employment in any fiscal year a Group V employee will become eligible for participation in the health plans commencing on July 1, of the succeeding year. The full time equivalent proration for this benefit is the number of hours worked or to be worked in any fiscal year divided by 925 with the BOCES



paying 100% of the premium at the full time equivalent pro-ration. If the employee's employment ceases or there is a lapse of sixty 60 days in employment, insurance coverage will terminate and a new period of qualification will be required before the employee will be eligible for insurance coverage.

- |            |       |   |
|------------|-------|---|
|            | I.    | Groups I, II, III, IV   |
|            | J.    | Group I   |
|            | K.    | Group I   |
|            | L.    | Group I   |
| Article 9  | A.    | Groups I, II, III, IV   |
|            | B.    | Groups I, II, III, IV   |
|            | C.    | 1-4, Groups I, II, III, IV  |
|            | C. 5  | Group I   |
|            | D.    | Groups I, II, III, IV   |
|            | E.    | Groups I, II, III, IV   |
|            | F.    | Groups I, II, III, IV   |
|            | G.    | Groups I, II, III, IV   |
|            | H.    | ALL   |
| Article 10 | A.-C. | Group I   |
| Article 10 | D.    | Groups II, III, IV  |
| Article 10 | E.    | Group V   |
| Article 10 | F     | Group I   |
| Article 10 | G     | ALL   |
| Article 10 | H     | I, II, III with 12 month Secondary, Salaried, Full Time employees from Group IV |
| Article 11 |       | ALL   |

## ARTICLE 2 - EFFECT ON FUTURE CHANGES

The Executive Officer will give written notice to the Association whenever a new or revised policy is under consideration which pertains to any of the Articles in this Agreement. This notice will be given early enough to allow the Association to have input along with others at the time when its suggestions could influence the recommendations which the Executive Officer will make to the Board.

## ARTICLE 3 - COMMENCEMENT OF NEGOTIATIONS

- A. Negotiations for a new Agreement may commence any time on or before December 15. If the parties have not reached an agreement by 120 days prior to the end of the fiscal year,

either may request the State Public Employment Relations Board to assist the parties in reaching an agreement (Impasse).

- B.** Neither party in any negotiations shall have any control over the selection or number of representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives may make proposals, consider proposals, and reach compromises in the course of negotiations.

**C. Negotiating Meetings**

1. Negotiating meetings shall be scheduled at a time agreeable to both parties. Negotiations shall be held, as far as possible, at a mutually acceptable place in a school building.
2. Negotiations meetings shall be open only to members of the negotiating teams and their consultants.
3. Either party shall have the right to caucus at any time for a period not to exceed 30 minutes.
4. Either party shall have the right to make a written record of the negotiating meetings for their committee use.
5. When the parties have arrived at a tentative agreement with regard to any matter, the agreed upon wording shall be initialed by the chief negotiator of each party.

- D.** The final written Agreement shall be submitted to the Association for ratification, signed by the Executive Officer, and submitted to the Board of Cooperative Educational Services for approval of any provision therein requiring approval by the legislative body.

- E.**
1. Copies of the final Agreement shall be reproduced by the BOCES and shall be distributed to all teachers currently employed and to chief school administrators within four weeks of ratification by both parties. Distribution will be by the BOCES.
  2. The Agreement currently in effect shall be given to new teachers by the BOCES Personnel Office at the time when they are offered an appointment notice.
  3. By September 15th of a new school year, the BOCES shall furnish the Association with a list of names, home addresses and teaching and building assignments for all bargaining unit members. By December 1 of each year, the BOCES shall furnish the Association with a list of unit members which includes initial date of hire in the BOCES in a unit position, date of tenure appointment and tenure area. Thereafter, information will be transmitted to the Association President as changes or additions of personnel are made.
  4. Costs for the production and distribution of the Agreement shall be shared equally

by both parties.

#### **ARTICLE 4 - MISCELLANEOUS ITEMS**

##### **A. Payroll Deduction**

1. Unit members may have payroll deductions for the following:
  - a. Wayne-Finger Lakes BOCES Educators' Association dues
  - b. Credit unions
  - c. Tax sheltered annuities
  - d. United Way
  - e. N.Y.S. Retirement System
  - f. NYSUT Member Benefits
  - g. VOTE/COPE
2. Dues to the Wayne-Finger Lakes BOCES Educators' Association will be deducted in as nearly equal amounts as possible. Unit members have the right to terminate any payroll deductions by notifying the Business Office and the Association in writing.
3. Forms for payroll deductions will be provided by the BOCES Business Office after consultation with the Association. Said forms shall be required and shall be forwarded to the Business Office no later than October 30 for all unit members employed as of September 30, and within 60 days of the initial working day for all unit members employed after September 30.
4. Dues deductions shall begin with the third check of the school year for all unit members employed as of September 1. Dues deductions for those unit members employed after September 1 will begin no later than the second pay check after the authorization is given provided such time is no earlier than the third check of the school year. Deductions will continue through the last check of that school year.
5. A lump sum check in the total amount of the dues deductions of all Association members will be made to the Association Treasurer following each pay period.
6. The BOCES shall not be held responsible for errors in payroll deduction requests where the errors are not made by the BOCES.
7. Unit members may participate in direct deposit of their payroll checks at the following banks or financial institutions including their branches:

Canandaigua National Bank  
Chase-Lincoln First Bank  
Community Bank  
Marine Midland

National Bank of Geneva  
WCTA Federal Credit Union  
Fleet Bank  
FL Federal Credit Union

**B. Identify Immediate Supervisor**

Prior to September 10th, the employee's immediate supervisor shall issue a statement wherein each employee may identify his/her immediate BOCES supervisor.

**C. Release Time for the President/Association Office Space**

The Association President or his/her designee may be granted, with the permission of his/her immediate supervisor, a combined total of seventeen (17) days of leave, without loss of compensation, for the purpose of conducting Association business. The Association is to reimburse the Board for the cost of the salary, retirement and social security, if any, for the substitute if one is necessary.

The BOCES shall provide rent free an Association facility on the NDC campus. The size and location of the office shall be adequate to house a filing cabinet, bookcase, a desk, a computer desk, and a telephone. Heat and electricity shall be provided at no expense to the Association. The Association will pay telephone expenses.

**D. Policies and Administrative Regulations**

Unit members are responsible for following all BOCES Policies and Administrative Regulations and will have the support of the Administration in their enforcement. Failure to follow Policies and/or Administrative Regulations may result in disciplinary action.\*

\*Only the BOCES Board can adopt and issue Policies. Only the BOCES Executive Officer (District Superintendent) can issue Administrative Regulations.

**E. Policies**

The provisions of this Agreement shall be a part of the established Policies of the Board.

**F. Individual Arrangements**

Any individual arrangement, agreement or contract between the Executive Officer and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

**G. Academic Freedom**

The Executive Officer and the Association recognize the place of academic freedom in a school in a democracy.

If the Executive Officer and the Association agree that the subject matter was within the scope of the teacher's responsibility and was presented fairly and objectively, the Executive Officer and the Association agree to take appropriate action to defend academic freedom whenever it is threatened in the BOCES.

**ARTICLE 5 - EVALUATION**

**A. Evaluation**

1. The chief purposes of the evaluation of unit members shall be (a) to maintain a highly qualified, competent staff, (b) to promote its continuing development, and (c) to measure each unit member's performance.
2. Within the available limits of personnel and time, the supervisory personnel responsible for the evaluation of unit members shall acknowledge the right of the unit member to:
  - a. Know how well he/she is performing the duties and responsibilities of his/her position.
  - b. Know the areas in which improvement is needed.
  - c. Have candid appraisal of his/her work.
  - d. Discuss his/her evaluation reports with his/her supervisor.
  - e. A copy of the evaluation instrument will be included in all teacher handbooks.

**B. Supervisory Help**

Supervisory help will be offered to assist unit members to become more proficient especially during their probationary years or period of probation. A unit member should not hesitate to ask the immediate supervisor for advice.

### **C. Evaluations**

1. Evaluations of the classroom performance of a teacher or the work of another unit member shall be conducted openly. Monitoring of the classroom performance of a unit member by public address or audio systems shall be considered unethical.
2. For purposes of conducting evaluations, teachers shall be classed in two groups; (1) teachers, and (2) itinerant teachers.
3. Teachers will be evaluated by BOCES administrative personnel.
4. Itinerant teachers will usually be evaluated by administrative personnel of the school districts in which the itinerant teachers are housed. BOCES administrative personnel may also evaluate itinerant teachers on occasion. Itinerant teachers may request an evaluation by their assigned BOCES supervisor within 10 school days after the follow-up conference if it appears a problem may be developing over job performance.
5. Non-tenured teachers will be evaluated a minimum of two times a year by the Building Administrator or other designated supervisor. One (1) evaluation for a non-tenured teacher shall be conducted by the Building Administrator or a certified administrator. Tenured teachers will be evaluated a minimum of one time a year. Hourly employees will be evaluated once each year. All unit members may request additional evaluations. Administrators may make additional evaluations as they see fit.
6. BOCES evaluation forms shall be used for all evaluations.
7. A copy of each evaluation shall be given to the unit member not later than the beginning of the follow-up conference and shall be signed by the evaluator. At the end of the conference, the unit member shall sign all copies of the evaluation under a statement indicating that signature solely indicates that the conference was held.
8. There will be three copies of each evaluation. One copy will go to the unit member; one copy will be kept by the evaluator; one copy will go to the Personnel Officer and will be placed in the unit member's personnel file.
9. The BOCES and Association will form a committee in a manner consistent with the law comprised of members of the negotiating unit selected by the Association President and committee members selected by the District Superintendent of Schools and appointed by the Board of Cooperative Educational Services. The committee shall develop, recommend and assist in the implementation of a Professional Development Plan consistent with the requirements of law.

10. The BOCES agrees to adhere to its Administrative Regulation No. AR404 pertaining to self directed evaluation. This provision shall not be interpreted as a contractual restriction or limit the right of the BOCES to amend, modify or rescind the Administrative Regulation.

**D. Personnel Folders**

1. The official personnel folders for each unit member are kept in the BOCES central office. Building supervisors and/or principals also keep pertinent personnel information including copies of evaluation reports.
2. Unit members have the right to inspect their individual personnel records at the BOCES central office and at their supervisor's office. Generally such inspection shall be permitted at the time of the request. A BOCES administrator or office staff member must be present during the inspection. Letters of reference and recommendation are confidential and will be removed from the folder before the teacher is permitted to examine the folder.
3. The unit member will be given written notice of any derogatory material placed in his/her personnel file in either the BOCES central office or a supervisor's office, or both. The unit member shall sign the derogatory material under a statement indicating that signature solely indicates that the unit member has seen the material.
4. The unit member shall have the right to submit a written reply within 20 working days to any material placed in his/her folder.

**E. Discipline and Dismissal**

1. BOCES may discipline for just cause any tenured employee covered by the Agreement. Discipline for the purpose of this subsection will be defined as a written reprimand, a fine, suspension without pay or dismissal.
2. Prior to the commencement of any disciplinary action to be taken against a tenured employee, the District Superintendent (or the authorized designee) shall meet with the employee to review the allegation and the proposed discipline. The employee shall be advised of the nature of such meeting, in advance, and shall be given the opportunity to request the presence of an Association Representative at the meeting. At such meeting, the employee shall have the opportunity to explain his position with respect to the allegations of the District Superintendent (or the authorized designee).
3. Following such meeting, or in the event the employee or his or her representative does not participate in the scheduled meeting, if the District Superintendent (or the authorized designee) decides that such employee should be disciplined, he may initiate such action by the service of a written notice of discipline in person or by certified mail, which shall include the specific charges of misconduct for which

discipline is sought to be imposed, together with the proposed penalty. Such notice shall further advise the employee that, within ten (10) school days of receipt of notice, such employee may file an appeal challenging the proposed action. If the employee does not choose to appeal, the proposed penalty shall be implemented on the eleventh (11) school day after the employee has received the notice.

4. An employee, if he or she chooses to do so, must file the appeal with the District Superintendent (or the authorized designee) within ten (10) school days of receipt of the notice of discipline. Thereafter, within five (5) school days, the employee must file a demand for arbitration with the American Arbitration Association. A copy of the demand will be served upon the District Superintendent (or the authorized designee). The parties agree to follow the procedures of the American Arbitration Association in the selection of an arbitrator.
5. The arbitrator shall render a decision within thirty (30) school days of the close of the hearing. The arbitrator's decision shall be final and binding and applicable to the provisions of Article 75 of the Civil Practice Law and Rules.
6. The District Superintendent (or the authorized designee) may suspend the employee with pay pending the decision of the arbitrator.
7. The costs of arbitration shall be borne equally by the parties.
8. The parties to the Agreement fully understand and agree that the above disciplinary procedure shall be in lieu of section 3020-a of the New York Education Law and therefore, section 3020-a of the New York Education Law shall not apply to discipline initiated by the BOCES against any tenured member of the negotiating unit.

## **ARTICLE 6 - TEACHING HOURS AND TEACHING LOAD**

### **A. Work Day (Groups I & II)**

1. Teachers employed at the BOCES educational centers shall have a 7-1/4 hour required work day including 35 minutes for lunch. A maximum a 5-1/2 hours in Special Education and 5 hours in Vocational Education shall be spent directly with pupils; the remaining time is for other professional duties. Teachers agree that professional duties often cannot be completed during the required work day and will require additional hours. The work day for other unit members shall be as defined in Article 1.
2. Itinerant teachers shall follow the hours required of other teachers employed in those districts.



3. Unit members responsible for the preparation of pre-conference documents for individualized education plans for students will be released from teaching assignments for four (4) one-half days. The actual dates for the released time shall be mutually agreed to by the unit member and his/her immediate supervisor.
4. If a unit member responsible for the duties required in paragraph "A. 3" above is assigned more than fifteen (15) students, the unit member shall be granted one (1) extra half day of release time over and above the amount specified with paragraph "A. 3".
5. Teachers accept the responsibility for going beyond the above time requirements when they have field trips, club trips, or similar events which may go beyond these hours. Teachers also accept that, should an emergency arise in which pupils have not been picked up by home school districts, the administration will require that teachers remain until all pupils have been picked up, if deemed necessary.
6. Teachers employed at the BOCES education centers may leave their building during unassigned time of the work day with the knowledge of the person in charge of their building.
7. There shall be twenty (20) additional hours plus one (1) work day, excluding travel time, for the purpose of program and professional development. Eighteen (18) hours shall be jointly planned by the immediate supervisor and the unit member(s). The plan shall be approved by the immediate supervisor. Two (2) hours of the twenty (20) hours per year shall be planned by the Association.
8. All Group IV unit members shall be released from assigned duties one (1) hour early to attend two (2) annual Association meetings each school year providing such does not interfere with the unit members' normal work activities.

**B. Open House (Groups I & II)**

Committees appointed by the building principal and the Association shall plan one evening open house each school year. Teachers shall attend the open house.

**C. Class Books and Lesson Plans (Groups I & II)**

1. Class books, which shall include attendance records and/or student grades, shall be the property of the Board.
2. Each principal, with input from his/her respective Principal's Advisory Council, shall determine his/her staff's lesson plan procedures.

**D. Calendar (Groups I & II)**

1. The Executive Officer shall notify the Association of the SED recommended

calendar upon his receipt of that calendar.

2. The Association shall furnish the Executive Officer with its calendar recommendations within 30 days after its receipt of the SED recommended calendar.

**E. Work Year (Groups I & II)**

1. The required work year for teachers shall be 186 days for the 1999-2000 and 2000-2001 school years except for those teachers in point 3 below. Effective July 1, 2001 the work year for teachers shall be increased to 187 days. Two (2) days shall be used for staff development activities.
2. Except for those teachers in point 3 below the work year for teachers shall be as referenced in paragraph 1 above. The BOCES will endeavor to schedule the work year so that if it commences before Labor Day in those years that Labor Day falls on September 4 or later that a continuing schedule of days will occur unless the parties agree otherwise. Under such circumstances, the Friday before Labor Day will not be scheduled unless Friday is September 1, and the Friday shall not be considered to interrupt the continuing schedule. In the event that such a schedule is not feasible, the BOCES and the Association will discuss alternatives and attempt to reach a mutually agreed upon schedule. This provision, however, shall not be deemed a contractual restriction against the commencement of the school year before Labor Day.

The assigned teacher work year, except for those teachers in point 3 below, shall be scheduled during the period September 1 through June 30.

3. The BOCES may require that teachers new to the BOCES work as many as three (3) additional days above 186 during their first year of employment to be reimbursed at 1/200th of their annual rate. Effective July 1, 2001, the 186 days shall be changed to 187 days. The three (3) additional days may be scheduled during August.

**F. Summer Benefits (Groups I & II)**

Personnel employed for the summer session shall be given one day sick leave and emergency leave as defined in Article 9 D. Unused sick time shall be accrued to the teacher's accumulated sick leave.

## **ARTICLE 7 - COMMITTEES**

- A.** Unit members shall be included on all Curriculum Committees.
- B.** A Principal's Advisory Council will be established in each BOCES Center.
  - 1. The Principal and the Association in each Center shall determine the composition of each Council.
  - 2. The purpose of each Council shall be to discuss principal and faculty concerns.

- C. Executive Officer Liaison Committee**

There will be at least four (4) meetings per year with the Executive Officer and with the representatives of the Association. The first meeting will be held no later than October 15. Subsequent meeting dates will be established at that time. Both parties may mutually agree to hold additional meetings.

- 1. The Executive Officer and the Association President shall determine the composition of this Committee except that by mutual agreement of both parties other staff members may be included at a meeting for specific agenda items.
  - 2. The purpose of this Committee shall be to discuss teacher concerns and Executive Officer concerns.

## **ARTICLE 8 - CONDITIONS OF TEACHER EMPLOYMENT**

- A. Resignations (Groups I, II, III, & IV)**

Members of the school staff, except for unit members designated as Group V, desiring to resign shall give written notice to the Personnel Officer as early as possible but not later than 30 days prior to the effective date of resignation.

- B. Summer Employment (Groups I & II)**

- 1. Employment in the Special/Vocational Education Summer School conducted by the Wayne-Finger Lakes BOCES for its component school districts shall be on a voluntary basis. Unit members who serve in the school year prior to the Summer School shall be offered the opportunity to teach in the Summer Program not later than March 1. Such notice shall be included in the pay checks of unit members immediately prior to March 1.

If no unit member applies prior to April 1 for particular positions, then such positions may be advertised outside of the unit. Priority consideration shall first be given to unit members who work within the program area for which they are

applying, and to those who have had previous experience within the Summer School Program. Other certified applicants may then be considered.

Successful candidates will be notified by May 1 with written confirmation following the action of the Board of Education at their regular monthly meeting conducted in May.

2. In case of state or federally funded programs, notice of vacancy and appointments will be made as soon after approval of the project as possible. In the event approval or funds are withdrawn, BOCES is not liable for further payment.
3. In the case of non-certified positions, teachers will be notified of any such openings not filled by BOCES non-instructional staff. Notification will be by posting in the BOCES buildings and by mail to all other employees covered by this Agreement.
4. Teachers employed by the Board during July and/or August for the purpose of summer school teaching shall be paid at the daily rate of 1/200th of the current year's contract salary.

**C. Notice of Vacancies (Groups I, II, III, IV & V)**

1. The BOCES shall send all vacancy postings to each work location where unit members are assigned. The posting(s) will be sent to a designated Association representative. The posting(s) will be placed in a Vacancy Book maintained by the Association representative. One copy will be sent to the Association President.
2. A teacher who wishes to be informed of specific vacancies which may occur may submit to the BOCES central office such information including a summer address by June 1 and, should such a vacancy occur, the BOCES central office will notify the teacher.
3. No Bargaining Unit vacancy will be filled prior to one week from the date of posting, except in case of emergency.

**D. Teacher Transfer (Groups I & II)**

1. In the event of a possible transfer, a discussion will be conducted with the teacher before the decision is reached.
2. All transfers for the succeeding school years will be made in writing before June 1st of the current year, if possible.

**E. Teacher Assignment (Groups I & II)**

Teachers will be notified in writing by June 1st if their teaching assignment for any year is to be materially changed from the teaching assignment for the preceding year.

**F. Seniority (Groups I)**

Seniority shall be defined as the length of continuous service within the same tenure area in the BOCES and it shall be computed beginning with the most recent date of hire. Unpaid leaves, other than for illness, shall not be counted as continuous service.

**G. Part-time Teachers (Group I)**

1. The Executive Officer agrees that two or more part-time teachers will not be hired to replace full-time teachers presently employed. Part-time teachers shall enjoy the same rights and responsibilities as full-time teachers except tenure.
2. Salary for part-time teachers shall not be less than the pro-rated amount of salary for full-time teachers. Part-time members who work more than .24 of a full time teacher's work load will receive salary and benefits proportional to the time worked. Part-time teachers may join the Teachers' Retirement System.

**H. Hospitalization (All Groups and as noted; See Article I)**

1. The Bargaining Unit member will have a choice of an HMO-Blue Choice or the Wayne-Finger Lakes Medical Plan with Prescription Rider. The traditional Blue Cross, Blue Shield coverage with Preferred Blue Million and \$5.00 Prescription Drug Rider shall be considered an equivalent to the Wayne-Finger Lakes Medical Plan with Prescription Rider. Effective July 1, 1998, the prescription co-pay shall be increased to a \$10 co-pay.
2. The Wayne-Finger Lakes Medical Plan will be that which is operated by the BOCES and shall be an equivalent plan to that of Blue Cross/Blue Shield. The Blue Cross Basic Coverage shall be with Blue Million Preferred Plan, Out Patient Benefits Rider, Blue Shield with In-Hospital Medical and Diagnostic X-ray and Consultation, Emergency First Aid and Lesion Rider, and Blue Shield Maternity Rider for all full-time employees. The BOCES Plan shall also provide for a prescription rider with a \$10 co-pay.
3. The premium for the Wayne-Finger Lakes Plan shall be 90%/10%. The Board will pay the 90% and the Unit members will contribute 10% of the cost of the family or individual coverage. The Board will pay the premium of the HMO Plan equal to their share of the Wayne-Finger Lakes Plan. The Unit member will pay the difference.
4. A Dental Plan equivalent to Smile Saver IV with employee paying 10% of the premium costs and the BOCES paying 90% of said costs is available.
5. There shall be an open window between January 1 and January 30 each year to change insurance plans. The Unit member must notify the Business Office, in

writing, of the desire to change and the plan choice. There will be a waiting period for any change to take effect depending on the plan chosen. Any change necessitating double premiums shall be borne by the employee.

**I. Flexible Benefits Plan (Groups I, II, III, IV & V)**

The BOCES shall establish a flexible benefits plan, including dependent care option, that allows the participation of all unit members. Participating unit members in Group I will pay a custodial fee of ten (10) dollars per year in pre-tax dollars. The Flexible Spending Plan will be subject to Internal Revenue Service regulations.

**J. Medical Reimbursement Plan (Groups I, II, III & IV)**

All unit members in Group I, II, III and IV shall have a medical reimbursement fund (fund). Unit members who commenced employment on or before September 1, 1999, and who have been in continuous employment through April 1, 2000, will receive a two hundred fifty dollars (\$250.00) contribution.

Effective July 1, 2000, the BOCES will contribute to the fund three hundred dollars (\$300.00) each school year for each unit member in Groups I, II, III and IV on staff on September 1, of the school year.

Effective July 1, 2002, the BOCES will contribute to the fund three hundred fifty dollars (\$350.00) each school year for each unit member in Groups I, II, III and IV on staff on September 1, of the school year.

Eligible unit members who resign or terminate employment during the course of the year will have the contribution to the medical reimbursement fund prorated. The BOCES may deduct any excess contribution from remaining paychecks or the employee may make other arrangements acceptable to the BOCES for repayment of the excess medical reimbursement fund contribution. The determination of the excess contribution for a school year shall be based on number of full months service completed in the school year divided by the unit members work year of ten, eleven or twelve months.

Unit members who leave the employ of BOCES and wish to continue access to the Plan shall pay a custodial fee. The custodial fee shall be equal to the individual account fee charged to BOCES by the Plan administrator. Payments shall be made quarterly.

**K. Lunch Period (Group I)**

Teachers in the educational centers shall have a 35 minute lunch period. This period shall be considered the personal time of the teacher.

**L. Pupil Transfers (Group I)**

As administrators consider possible pupil transfers during the school year from one class to another class, teachers affected will be among those consulted.

**M. Health and Safety Committee**

There will be a teacher member of the BOCES health & safety committee who shall be selected in accordance with 8 NYCRR §155 4 (d).

**N. Schedule Adjustment (Group V)**

Subject to the sole discretion and approval of the designated immediate supervisor Group V unit members may be entitled to adjust their normal work week in order to allow for planned time off. Any schedule adjustment shall not interfere with the unit members assigned duties.

**ARTICLE 9 - LEAVES, SICK BANK AND CONFERENCES**

**A. Sick Leave (Groups I, II, III, & IV)**

1. Each unit member is to be granted 12 days leave for personal or family illness or physical disability per year cumulative to 220 days. The administrator may request that the employee's or family member's physician attest to the need for the employee's absence.
2. Should a teacher become aware of a future period of temporary physical disability due to scheduled surgery, pregnancy, etc., the Executive Officer shall be notified as soon as practical and shall be furnished in writing the teacher's and his/her physician's best estimate as to the beginning and termination of the period of disability. The physician shall submit additional certificates at the onset of actual physical disability and at the termination of such physical disability. At his discretion the Executive Officer may request, and the teacher shall honor such requests for, physical examinations by the school physician.
3. Notification of not less than five school days shall be given whenever a teacher who has been physically disabled has determined that he/she is or shall be ready to assume the full responsibility of his/her position.

**B. Sick Leave Bank (Groups I, II, III & IV)**

1. A Sick Leave Bank shall be established.
2. Each member of the bargaining unit may contribute up to two days of accumulated sick leave yearly.

3. The maximum number of days that can be used in any year shall be 220.
4. The following criteria have been established for utilization of the Sick Leave Bank.
  - a. Any bargaining unit member who has contributed to the Sick Leave Bank will automatically be in the Sick Leave Bank.
  - b. Any bargaining unit member who is on the staff as of September may contribute to the Sick Leave Bank during September. People employed after September 1 must contribute within one month after employment or wait until the next school year.
  - c. An authorization form may be obtained from the Association Building Representative; it must be submitted to the Association President who will forward the form to the Business Office.
  - d. A member may withdraw from the Sick Leave Bank but may not take back contributed days.
  - e. No benefits may be used while on leave after leaving the Wayne-Finger Lakes BOCES.
  - f. To be eligible to draw upon days in the Bank, one must:
    - i) Use up accumulated sick leave.
    - ii) Suffer a prolonged illness. (Prolonged illness is defined as an absence on sick leave 20 or more consecutive school days.)
    - iii) Meeting the above requirements, a member may draw from the bank up to one-half the number of days which he/she had when the prolonged illness began provided he/she has contributed two days to the Sick Leave Bank. For people who have only contributed one day to the Sick Leave Bank, Bank benefits will be pro-rated at one quarter the number of days which he/she had when the prolonged illness began.
    - iv) If after returning to work following the prolonged illness, an individual suffers a relapse, he/she may draw an additional 20 days from the Sick Leave Bank. (The relapse must occur within the same school year as the original prolonged illness.) Meeting the above requirement, the member who has contributed only one day to the Sick Leave Bank, may draw an additional 10 days.
    - v) Sick Leave Committee may require submission of a doctor's statement.
5. The Sick Leave Bank is to be administered by a Committee of five, three appointed by the Association, two appointed by the Executive Officer.



6. Applications will be considered in the order in which they are received.
7. If there are more requested days than there are available days, the Committee may, in its discretion, grant fewer days than the maximum allowed.
8. When the number of days in the sick leave bank falls below 50 days, members shall be solicited for additional days.

**C. Personal Leave (Groups I, II, III, & IV except as noted)**

1. Each teacher is to be granted two (2) days per year, non-cumulative, for personal business which requires absence during the school day. Such leave shall be available for reasons of hardship or personal need and not for recreation.
2. Each year any unused personal leave will be credited to cumulative sick leave.
3. If a personal leave day is requested to be taken within two days prior to or after a vacation, the specific reason in writing shall be submitted to the Personnel Officer who, in his/her discretion, may grant or deny the request.
4. Applications for personal leave shall be submitted on forms provided by the Executive Officer at least two (2) days before the intended date of the leave. No reason for the leave shall be required.
5. There shall be one personal leave day in addition which may be used at any time without prior written approval. This will not be added to accumulated time, and it will not be taken the day before or after a vacation or holiday. This provision applies to Group I unit members only.

**D. Emergency Leave (Groups I, II, III, & IV)**

1. Up to three days with pay will be allowed for each critical illness or death in the immediate family upon the approval of the teacher's immediate supervisor.
2. Critical illness means illness which the attending physician considers sufficiently grave to require the teacher's presence at the bedside. The immediate family shall include husband, wife, children, any member of the same household, father and mother, brothers and sisters, brothers-in-law and sisters-in-law, grandmother and grandfather, comparable relatives of the teacher's spouse.
3. Emergency leave in no way affects sick leave or personal leave and is not accumulative.

**E. Jury Duty (Groups I, II, III, & IV)**

Unit members called on jury duty shall be granted leave as necessary for this duty.

The unit member shall receive full pay and return to the Board his/her payment for jury duty, exclusive of any reimbursements for mileage and/or meals.

**F. Military Duty (Groups I, II, III, & IV)**

1. A military leave shall be granted for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. The unit member shall receive full pay - not to exceed 30 days.
2. Military leave will be granted to any unit member who is inducted into or enlists in any branch of the armed forces of the United States. Upon return from such leave a unit member will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

**G. Other Extended Leaves (Groups I, II, III, & IV)**

1. Any unit member may request a leave of absence without pay for an extended period of time to a maximum of two years and ending at the beginning of a semester.
2. In its decision, the Board may give consideration to one or more of the following conditions:
  - a. The specific nature of the problem or project.
  - b. The contribution the applicant has made to the BOCES and an estimate of his/her future potential influence.
  - c. Years of effective service to the BOCES.
  - d. The availability of competent replacements.
3. Applications for such leaves shall be made directly to the Executive Officer who will present the request, together with his recommendation, to the Board, which shall have the right, in its discretion, to grant or deny such leave without the establishment of any precedent thereby. Such decision shall not be subject to the Grievance Procedure nor to arbitration.

**H. Conferences (All Groups)**

1. The Executive Officer has been authorized by the Board to grant permission for employees to attend conferences and workshops at Board expense, subject to annual budget limitations on total conference monies available in that year.

2. Unit members are expected to keep updated in the skills and knowledge relative to their teaching field. Allocated funds will be used for teacher conferences, workshops, and special training situations to upgrade skills and to remain knowledgeable in their profession. Unit members are to make requests to their immediate supervisor using the Conference Approval Form.
3. A decision on requests for conference attendance shall be given within 10 working days after receipt of the request.

## ARTICLE 10 - COMPENSATION

### A. Salary Schedule (Group I)

Schedules for the 1999-00, 2000-01 and 2001-02 school years shall be as follows:

<u>STEP</u>	<u>1999-00</u>	<u>OFF STEP</u>	
1	30,648	78	66,233
2	31,184	80	64,690
3	31,720	82	62,738
4	32,267	83	61,250
5	32,828	84	59,876
6	33,096	85	58,154
7	33,452	86	56,987
8	33,782	87	56,987
9	34,646	88	56,987
10	35,707	88.1	55,122
11	36,545	88.2	53,428
12	37,241	89	52,874
		89.1	51,008
		90	49,136
		90.1	47,471
		90.2	50,311
		91	45,657
		92	44,541
		93	43,413
		94	42,437
		95	41,461
		96	40,587
		97	39,609
		98	38,912
		99	38,077

**STEP    2000-2001**

1	31,277
2	31,868
3	32,419
4	32,971
5	33,534
6	34,110
7	34,386
8	34,752
9	35,091
10	35,980
11	37,071
12	37,933

**OFF STEP**

78	68,464
80	66,877
82	64,870
83	63,340
84	61,926
85	60,155
86	58,956
87	58,956
88	58,956
88.1	57,038
88.2	55,295
89	54,726
89.1	52,807
90	50,882
90.1	49,169
90.2	52,090
91	47,303
92	46,156
93	44,995
94	43,992
95	42,988
96	42,090
97	41,084
98	40,367
99	39,509
00	38,649

STEP	2001-2002	OFF STEP	
1	31,893	78	71,066
2	32,466	80	69,418
3	33,079	82	67,335
4	33,651	83	65,747
5	34,224	84	64,279
6	34,808	85	62,441
7	35,406	86	61,196
8	35,693	87	61,196
9	36,073	88	61,196
10	36,424	88.1	59,205
11	37,347	88.2	57,396
12	38,480	89	56,806
		89.1	54,814
		90	52,816
		90.1	51,037
		90.2	54,069
		91	49,101
		92	47,910
		93	46,705
		94	45,664
		95	44,622
		96	43,689
		97	42,645
		98	41,901
		99	41,010
		00	40,118
		01	39,374

STEP 2002-2003

1	32,610
2	33,200
3	33,790
4	34,421
5	35,011
6	35,601
7	36,202
8	36,818
9	37,114
10	37,505
11	37,867
12	38,817

OFF STEP

78	73,548
80	71,851
82	69,705
83	68,069
84	66,557
85	64,664
86	63,382
87	63,382
88	63,382
88.1	61,331
88.2	59,468
89	58,860
89.1	56,808
90	54,750
90.1	52,918
90.2	56,041
91	50,924
92	49,697
93	48,456
94	47,384
95	46,311
96	45,350
97	44,274
98	43,508
99	42,590
00	41,672
01	40,905
02	39,984

**B. Additional Salary Benefits (Group I)**

1. If previously approved by the BOCES, a maximum of 90 semester hours beyond the B.A. or Provisional Certification (Vocational Education only) will be granted. This includes Wayne-Finger Lakes developed in-service credit courses. Unit members shall receive an additional \$47.00 per credit for the 1999-00 school year, \$48.00 per credit for the 2000-01 school year, \$50.00 per credit for the 2001-02 school year and \$53.00 per credit for the 2002-03 school year.
  - a. In Vocational Education, additional salary for credit hours will not be awarded for hours earned prior to the date Provisional Certification is awarded. This applies to in-service hours also.
  - b. In Vocational Education, teachers shall be brought up to the Provisional Certification plus 30 credit hours level when the Permanent Certificate is received in the area in which the instructor is teaching.
2. Salary credits for approved semester hours will be granted effective September 1 if approved transcripts or official grade slips are submitted prior to November 1. Credit earned between September 1 and February 1 will be granted effective February 1 if approved transcripts or official grade slips are submitted prior to April 1 (paid at one-half of annual rate). Approved transcripts must be filed for continuing payment for approved credits.
3. No more than a one step advancement will be granted in any one school year; it will be granted only at the beginning of the school year.
4. An additional amount will be paid for a Master's Degree subject to the limitations in Point B-2 above. The amount to be paid will be \$630.00 per year for the 1999-00 school year; \$650.00 per year for the 2000-01 school year; \$670 per year for the 2001-02 school year and \$690 per year for the 2002-03 school year.
5. An additional \$350.00 shall be paid teachers of classes for the handicapped hired prior to July 1, 1971. Any such teachers hired after July 1, 1971 shall be paid on the same basis as all other teachers.
6. Teachers employed to do curriculum, in-service training, effective schools and special projects in the summer or during school vacation periods will be paid \$21.00 per hour for the 1999-00 school year; \$21.00 per hour for the 2000-01 school year; \$22.00 per hour for the 2001-02 school year and \$22.00 per hour for the 2002-03 school year.

**C. Step Placement (Group I)**

All teachers will be placed upon a step when first employed by this BOCES.



**D. Salaries for Groups II, III, and IV**

1. Returning unit members in Groups II, III, and IV who were employed during the 1998-1999 school year shall receive an increase in salary for the 1999-2000 school year equal to three and sixty one hundredths-tenths (3.60%) percent above their 1998-1999 salary.
2. Returning unit members in Groups II, III, and IV who were employed during the 1999-2000 school year shall receive an increase in salary for the 2000-2001 school year equal to two and eighty-four one hundredths (2.84%) percent in addition to \$350 above their 1999-2000 salary.
3. Returning unit members in Groups II, III, and IV who were employed during the 2000-2001 school year shall receive an increase in salary for the 2001-2002 school year equal to three and eighty one hundredths (3.80%) percent above their 2000-2001 salary.
4. Returning unit members in Groups II, III, and IV who were employed during the 2001-2002 school year shall receive an increase in salary for the 2002-2003 school year equal to three (3.00%) percent in addition to \$300 above their 2001-2002 salary.
5. Starting Salary (Group IV)

Effective July 1, 1999, the starting salary for a full time twelve (12) month certified teacher in Group IV shall be a minimum of \$28,000.00.

**E. Hourly Rate Increases for Group V**

1. Unit members who are employed solely on an hourly basis and who were employed in the same capacity in the 1999-2000 school year as they were during the 1998-1999 school year shall receive an hourly increase of \$0.70 per hour above the rate paid during the 1998-1999 school year.
2. Unit members who are employed solely on an hourly basis and who were employed in the same capacity in the 2000-2001 school year as they were during the 1999-2000 school year shall receive an hourly increase of \$0.70 per hour above the rate paid during the 1999-2000 school year.
3. Unit members who are employed solely on an hourly basis and who were employed in the same capacity in the 2001-2002 school year as they were during the 2000-2001 school year shall receive an hourly increase of \$0.70 per hour above the rate paid during the 2000-2001 school year.
4. Unit members who are employed solely on an hourly basis and who were employed in the same capacity in the 2002-2003 school year as they were during the 2001-2002 school year shall receive an hourly increase of \$0.70 per hour above the rate

paid during the 2001-2002 school year.

**F. Methods of Payment (Group I)**

Teachers shall have a choice of having their annual salary paid to them in 21 or 26 biweekly pays starting in September. In event that the teacher chooses 26 pays, the unit member shall receive five of these on the last pay date in June.

**G. Mileage (All Groups)**

Where the assignment given to a teacher requires travel between schools during the working day, mileage will be paid at the rate set in Board policy to persons in the Teacher Bargaining Unit, as well as to other certified staff and supervisors.

**H. Retirement (Groups I, II, III and Group IV 12 Month, Secondary, Salaried, Full Time Employees)**

A unit member who has been employed and actually worked for the Wayne-Finger Lakes BOCES and is eligible for retirement pursuant to the New York State Teachers' Retirement System or New York State Employees' Retirement System, shall be entitled to the following benefit provided he/she gives a minimum advance notice of ninety calendar days before leaving the BOCES.

**Calculation of benefit:**

1. The unit member will receive a base amount for ten years of service of \$7,500.

**PLUS**

2. The unit member will receive a sum equal to each year after ten years multiplied by an increment of \$300.

**PLUS**

3. After five (5) years of service, \$50.00 x the number of accumulated sick days to a maximum of 220 days.

The money as determined in 1, 2 and 3 above will be paid pursuant to one of the following options:

1. A lump sum payment at the time of retirement.

**OR**

2. Toward the purchase of health care insurance at the full rate of the annual

premium for each year until such time as the benefits earned in one through three above are exhausted.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **A. Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Cooperative Educational Services and its staff is essential to the operation of the school, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievance of unit members without coercion, interference, restraint, discrimination, or reprisal which affect their terms and conditions of employment.

### **B. Definitions**

1. A grievance is a claim by any member of the bargaining unit based on a violation of any of the specific and express provisions of this Agreement.
2. Association shall mean the Wayne-Finger Lakes BOCES Educators' Association.
3. Grievance Committee shall be designated by the Wayne-Finger Lakes BOCES Educators' Association.
4. Hearing Officer shall mean any individual appointed by the Board of Cooperative Educational Services and charged with the duty of rendering decisions at any stage of grievance.
5. The Association may file grievances on behalf of a class of teachers but will not file grievances on behalf of individual teacher.

### **C. Procedure**

#### **1. Time Limits**

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated in the following procedure and indicated at each level should be considered the maximum and every effort should be made to expedite the process.

#### **2. Aggrieved Party**

All grievances shall use the form shown in Appendix A beginning at Level Two. The grievant shall include the name and position of the aggrieved parties; the identity of the provision of law, this Agreement and its policies; the time when and

place where the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions and the general nature of the grievance and the redress sought by the aggrieved party.

**D. Procedure - Stages**

**1. Level One**

A unit member with a grievance will first discuss it with his/her immediate supervisor either directly or through the Association with the objective of resolving the matter informally. All grievances must be commenced within 30 school days from the date on which the alleged events or conditions constituting the grievance occurred.

**2. Level Two**

If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if a decision has not been rendered within ten (10) school days after presentation, he/she may file, within five school days, his/her grievance in writing with the chairman of the Grievance Committee and the Executive Officer. Within ten (10) school days after receipt of the written grievance, the chairman of the Grievance Committee will meet with the aggrieved person and the Executive Officer in an effort to resolve it.

**3. Level Three**

If the aggrieved person and the Association are not satisfied with the decision at level two, the Grievance Committee will file the grievance in writing with the Board of Cooperative Educational Services within 10 school days for resolution of the grievance. Grievances, other than those involving the terms and conditions of this Agreement, are finalized at this level.

**4. Level Four**

If the aggrieved person is not satisfied with the disposition of his/her grievance at level three or if a decision has not been rendered within 15 school days, the Grievance Committee will file an appeal in writing with the Board of Cooperative Educational Services for submission to arbitration, within 15 school days. Only grievances involving an alleged violation of the terms and conditions of this Agreement may be carried to arbitration.

- a. Within five (5) school days after submission to arbitration the Board of Cooperative Educational Services and the Association will agree on a mutually acceptable arbitrator competent in the area of the grievance, and will obtain the commitment from said arbitrator. If the parties are unable to agree upon an arbitrator or obtain one within an agreed upon specified period, a request for a list of arbitrators will be made to the American

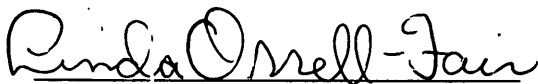
Arbitration Association by either party. The parties will then be bound by rules and procedures of the American Arbitration Association.

- b. The selected arbitrator will hear the matter promptly and issue his/her decision not later than fourteen (14) calendar days from the close of hearings. The arbitrator's decision will be in writing, setting forth his/her findings, facts, reasoning, and conclusions on the issues. Copies will be given to the aggrieved parties, the Wayne-Finger Lakes BOCES Educators' Association, the Executive Officer and the Board of Cooperative Educational Services.
- c. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under the Agreement, shall be final and binding on the parties of the dispute. The arbitrator shall be without power or authority to modify or alter the terms of the Agreement and shall have only the power to interpret what the parties to the Agreement intended in the Agreement which is at issue.
- d. The costs of the service of the arbitrator shall be borne equally by the Board and the Association.

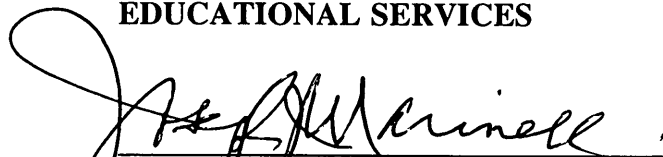
#### ARTICLE 12 - TERM OF CONTRACT

This Agreement shall be effective as of July 1, 1999 and shall continue through June 30, 2003. This Agreement shall constitute the commitments between both parties and will remain in force for the duration of the Agreement period, except that it may be altered or changed by mutual agreement of both parties. The parties agree that all items in this Agreement have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except on mutual agreement of both parties.

**WAYNE-FINGER LAKES  
EDUCATORS' ASSOCIATION**

  
President

**BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES**

  
Executive Officer

Dated this 19 day of June, 2000.

**WAYNE-FINGER LAKES BOCES EDUCATORS' ASSOCIATION  
APPENDIX A  
GRIEVANCE FORM**

Name \_\_\_\_\_

School \_\_\_\_\_

Position \_\_\_\_\_

Date of Level One Discussion with Immediate Supervisor: \_\_\_\_\_

Date of Level One Decision if Different From Above: \_\_\_\_\_

Name of Administrator: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Date	Signature	Resolution
Level II Requested	_____	_____	_____
Level II Held	_____	_____	_____
Level II Response	_____	_____	_____
Level III Requested	_____	_____	_____
Level III Held	_____	_____	_____
Level III Response	_____	_____	_____
Level IV Arbitration Requested	_____	_____	_____
Arbitration Held	_____	_____	_____
Arbitration Award	_____	_____	_____

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Matthew R. Fletcher  
Assistant Superintendent  
for Personnel Relations

Murry Solomon  
Labor Relations Specialist

Brent D. Cooley  
Labor Relations Specialist

Randy J. Ray  
Labor Relations Specialist

Mark W. Snyder  
Safety Coordinator

June 1, 2000

Mr. Philip Holgado  
Labor Relations Specialist  
NYSUT  
Rochester Regional Office  
30 North Union Street - Suite 302  
Rochester, New York 14607

Dear Mr. Holgado:

The parties agree that the BOCES may periodically offer to bargaining unit members a retirement incentive based on a formula calculated on years of service to those unit members who are at least 55 years of age and who have 10 years of BOCES service and who are otherwise eligible to retire under the provisions of teachers retirement system/employee retirement system.

The payment shall be on an equal flat dollar amount or percentage of salary.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations



Matthew R. Fletcher  
Assistant Superintendent  
for Personnel Relations

Murry Solomon  
Labor Relations Specialist

Brent D. Cooley  
Labor Relations Specialist

Randy J. Ray  
Labor Relations Specialist

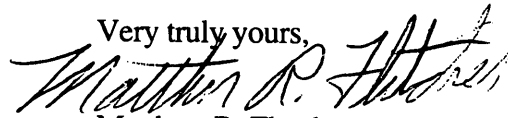
Mark W. Snyder  
Safety Coordinator

June 1, 2000

Mr. Philip Holgado  
Labor Relations Specialist  
NYSUT  
Rochester Regional Office  
30 North Union Street - Suite 302  
Rochester, New York 14607

Dear Mr. Holgado:

This letter is intended to provide an explanation of the provisions of Article 6, section E pertaining to the commencement of the school year. The provisions of section E. 2 are intended to result in the academic school work year commencing no earlier than August 31 in those years when September 1 falls on a Friday.

Very truly yours,  
  
Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations